



Professional Indemnity Insurance Proposal Form

Lawyers Top-Up Insurance

IMPORTANT NOTICE TO THE INSURED

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (for example, claims, whether founded or unfounded), is of the utmost importance with this type of insurance.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- ✓ reduces the risk we insure you for; or
- ✓ is common knowledge; or
- ✓ we know or should know as an insurer; or
- ✓ we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Claims Made & Notified Insurance

This insurance is written on a "claims made and notified" basis. This means that the Underwriters indemnifies you for Claims (as defined) that are made against you during the period of insurance and notified to the Underwriters during the period of insurance. The policy does **not** provide cover for any claims made against you during the period of insurance if at any time prior to commencement to the period of insurance you became aware of facts which might give rise to those Claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 provides that where you gave notice in writing to the Underwriters of any facts that might give rise to a Claim against you as soon as reasonably practical after you become aware of those facts, but before the expiry of the period of insurance, the Underwriters cannot refuse to pay a Claim which arises out of those facts, when made, because it was made after the period of insurance had expired.

The policy does not cover your civil liability for breach of professional duty arising from any claim:

- ✓ first made prior to the inception of the Policy;
- ✓ directly or indirectly based upon, or attributable to, or in consequence of, any incident, occurrence, fact or matter which you knew or ought or should have reasonably known, had the potential to give rise to a claim under the Policy; or
- ✓ directly or indirectly based upon, or attributable to, or in consequence of any fact, matter, circumstance or occurrence which has been notified under any other insurance attaching prior to the inception date of the Policy.

Retroactive Date

The proposed insurance may be limited by a retroactive date. If so, the policy will not cover any claims or circumstances arising from any events, omissions or conduct prior to such retroactive date.

Subrogation

Where you have prejudiced the Underwriters rights to recover a loss from another party, this may have the effect of excluding or limiting the Underwriters liability in respect of that loss.

Privacy

We safeguard your privacy and the confidentiality of your personal information and are committed to handling your personal information in a responsible way. We will abide by the Privacy Act 1988 (Cth) (the 'Act') including the Australian Privacy Principles which are set out in the Act. We have developed a Privacy Policy that sets out how we collect, store, use and disclose your personal information. Please refer to our website (www.newlinegroup.com.au) for a copy of our Privacy Policy.

1. APPLICANT DETAILS

Law Practice Name:			
Year Law Practice Established:			
Postal Address:			
	City:	State:	Postcode:
Website:	www.		
Primary Contact Details:	Name:		
	Title:		
	Telephone:		
	Email:		
<input type="checkbox"/> Sole Practitioner <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other			

2. YOUR CURRENT COMPULSORY PRIMARY LAYER ("CPL") and TOP-UP INSURANCE

CPL Premium (excl. GST & Stamp Duty)	\$ _____	CPL Excess	\$ _____
Top-Up Premium (excl. GST & Stamp Duty)	\$ _____	Insurer:	_____

3. PERIOD OF INSURANCE (TOP-UP)

Start:	_____	End:	_____
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4. NUMBER OF STAFF BY CATEGORY

[1] Principals (including Legal Practitioners)	[2] Employed Legal Practitioners (other than Principals)	[3] All Other Staff
_____	_____	_____

5. TOP-UP LIMIT OF INDEMNITY SOUGHT (IN EXCESS OF THE \$2Mn COMPULSORY PRIMARY LAYER):

\$3.0Mn	\$8.0Mn	\$13.0Mn	\$18.0Mn	Other (Please Specify)
_____	_____	_____	_____	_____

6. GROSS FEE INCOME (excluding GST) – 12 MONTHS

To 30th June, 2 Years Prior (Actual)	To 30th June, Last Year (Actual)	To 30th June, Current Year (Estimate)
\$ _____	\$ _____	\$ _____

7. PERCENTAGE BREAKDOWN OF GROSS FEE INCOME BY STATE / TERRITORY (TO 30 JUNE 2012)

NSW	VIC	QLD	SA	WA	ACT	TAS	NT	Overseas
_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

8. BREAKDOWN OF GROSS FEE INCOME BY AREAS OF EXPERTISE (TO 30 JUNE 2012):

Advocacy	_____ %	Mediation	_____ %
Business Law	_____ %	Personal Injury	_____ %
Commercial Litigation	_____ %	Property Law	_____ %
Employment & Industrial Law	_____ %	Taxation Law	_____ %
Family Law	_____ %	Wills & Estates	_____ %
Immigration Law	_____ %	Criminal Law	_____ %
Local Government & Planning Law	_____ %	Other	_____ %
		TOTAL	100 %

9. USA

Does the Firm have any past, present or prospective employees in the USA?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does your Firm have any assets in the USA?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is your Firm represented in any way in the USA or any territories or protectorates of either country?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes , what is the percentage of your Gross Fee Income to be earned from the USA or any of its territories or protectorates?	_____ %

10. CLAIMS:

Has any claim been made, or has any liability been alleged against the Law Practice (including any Prior Practice) or have any matters been notified to your Insurers that may result in a claim against your LawPractice / Prior Practice <u>that exceeds \$500,000</u> ?						Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes , please complete the following details and attach summary of claim from your Compulsory Primary Layer Insurer:							
Year of Notification	Name of Insurer	Name of Client	Nature of Claim	Amount Paid and Estimate of Potential Liability	Is File Closed?		
					Yes <input type="checkbox"/>	No <input type="checkbox"/>	
					Yes <input type="checkbox"/>	No <input type="checkbox"/>	
					Yes <input type="checkbox"/>	No <input type="checkbox"/>	
After enquiry , are any Principals, Employed Lawyers or Other Staff aware of any fact or circumstance that might give rise to a claim against the Law Practice (including a Prior Practice) that has NOT been notified to your current or prior Compulsory Primary Layer Insurer and your current or prior Top-Up Professional Indemnity Insurer(s)?						Yes <input type="checkbox"/>	No <input type="checkbox"/>

11. RISK MANAGEMENT

11.1.	Does the Law Practice complete a conflict of interest check before accepting a new client or appointment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.2.	Does the Law Practice have written guidelines on the acceptance of new clients and the scope of advice you will provide to them?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.3.	Is the acceptance of new clients authorised by a Principal of the Law Practice?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.4.	Does the Law Practice use an engagement / appointment letter for each matter?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.5.	Does the Law Practice use a termination / finalisation letter at the completion of each matter?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.6.	Does the Law Practice have a centralised diary / follow-up system for controlling critical response dates for the delivery of professional services?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.7.	Does the Law Practice have written procedures for alternate partners / staff to provide services in the absence of the appointed solicitor/partner?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.8.	Does the Law Practice have a written Administration, Operation and Procedures Manual? If Yes does your Law Practice conduct practice audits / reviews to ensure that the Administration, Operation and Procedures Manual is adhered to? Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.9.	Does the Law Practice have a practice procedural review / audit completed by an external consultant in the last 3 years? If Yes does the practice now subscribe to the recommendations made by the external consultant in respect of practice procedures and management? Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.10.	Is the Law Practice certified under any of the following Australian Standards: 11.10.1. AS / NZS ISO 9001: 2008? 11.10.2. AS LAW 9000 – 2004 – Legal Best Practice?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
		Yes <input type="checkbox"/>	No <input type="checkbox"/>

DECLARATION:

I, the undersigned, AFTER INQUIRY, declare as follows:

- I/We am/are authorised to complete this Proposal Form and to accept the quotation terms for this insurance on behalf of the Law Practice referred to in Question 1 (including on behalf of its Principals); and;
- All answers to the questions contained in this Proposal Form are, AFTER ENQUIRY, true and correct to the best of my/our knowledge and belief and that no material facts have been misstated, omitted or suppressed; and;
- I/We have diligently made all necessary and detailed enquiries in order to comply with the Duty of Disclosure; and
- I/We have received the Important Notice at the beginning of this Proposal Form and I/We have read and understood the contents therein; and
- I/We understand that, up until a contract of insurance is entered into, I/we am/are under a continuing obligation to immediately inform the Underwriters of any change in the particulars or statements contained in this Proposal Form or accompanying documents; and
- Except where indicated to the contrary, I/We understand that any statement made in this Proposal Form (or Addendum or attachment hereto) will be treated by the Underwriters as a statement by all entities and all persons to be insured; and
- I understand that the submission of this Proposal Form does not bind either the Underwriters or the Law Practice specified in Question 1 to enter into a binding contract of insurance.

Name of Applicant Firm: _____

Signed by Principal: _____

Name: _____

Date: _____